

Paragraph J of the Additional Terms, Conditions and Provisions for additional information regarding Completion of Plan.

If neither or both of the above boxes is checked, then the Applicable Commitment Period and the Plan Length shall be 60 months from the date of entry of the Order Confirming Plan.

- B. Debtor's plan payment amount is \$150.00 per month. **THE DELINQUENCY IN THE AMOUNT OF \$4,796.87 SHALL BE EXCUSED AS THE DEBTOR HAS A DECREASE IN INCOME.**
- C. Future Tax Refunds. *See Paragraph A of the Additional Terms, Conditions and Provisions for additional information regarding Tax Refunds and Tax Returns.*

FOR CASES ASSIGNED TO BAY CITY DIVISION: *Check only one box. If none are checked or more than one box is checked, paragraph 2 shall apply:*

1. Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, Debtor is not required to remit any future tax refunds.
2. Debtor's Plan proposes less than a 100% dividend to unsecured creditors and Debtor's Schedule I *does not* include a pro-rata for anticipated tax refunds. Debtor will remit 50% of all Federal and State Tax Refunds that Debtor receives or is entitled to receive after commencement of the case.
3. Debtor's Plan proposes less than a 100% dividend to unsecured creditors and Debtor's Schedule I *includes* a pro-rata for anticipated Federal Tax Refunds. Debtor will remit 100% of all Federal and State Tax Refunds that Debtor receives or is entitled to receive after commencement of the case to the extent the refund exceeds the sum of twelve times the amount of the Federal and State Tax Refund pro-rata shown in Schedule I.

FOR CASES ASSIGNED TO DETROIT DIVISION: *Check only one box. If none are checked or more than one box is checked, paragraph 2 shall apply:*

1. Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, Debtor is not required to remit any future tax refunds.
2. Debtor's Plan proposes less than a 100% dividend to unsecured creditors and Debtor's Schedule I *does not* include a pro-rata for anticipated tax refunds. Debtor will remit 100% of all Federal Tax Refunds that Debtor receives or is entitled to receive after commencement of the case.
3. Debtor's Plan proposes less than a 100% dividend to unsecured creditors and Debtor's Schedule I *includes* a pro-rata for anticipated Federal Tax Refunds. Debtor will remit 100% of all Federal Tax Refunds that Debtor receives or is entitled to receive after commencement of the case to the extent the refund exceeds the sum of twelve times the amount of the Federal Tax Refund pro-rata shown in Schedule I.

FOR CASES ASSIGNED TO FLINT DIVISION: *Check only one box. If none are checked or more than one box is checked, paragraph 2 shall apply:*

1. Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, Debtor is not required to remit any future tax refunds.
2. Debtor's Plan proposes less than a 100% dividend to unsecured creditors and Debtor's Schedule I *does not* include a pro-rata for anticipated tax refunds. Debtor will remit 100% of all Federal Tax Refunds that Debtor receives or is entitled to receive after commencement of the case.
3. Debtor's Plan proposes less than a 100% dividend to unsecured creditors and Debtor's Schedule I *includes* a pro-rata for anticipated Federal Tax Refunds. Debtor is not required to remit Federal Tax Refunds in excess of the amount of the pro-rata shown on Schedule I.

- D. if the box to the immediate left is "checked", the debtor acknowledges that debtor **is not** eligible for a discharge pursuant to 11 USC §1328.
 - if the box to the immediate left is "checked", the joint debtor acknowledges that joint debtor **is not** eligible for a discharge pursuant to 11 USC §1328.
- E. if the box to the immediate left is "checked", the debtor or joint debtor is self-employed **AND** incurs trade credit in the production of income from such employment. Debtor shall comply with the requirements of Title 11, United States Code, and all applicable Local Bankruptcy Rules regarding operation of the business and duties imposed upon the debtor.

III. DESIGNATION AND TREATMENT OF CLASSES OF CLAIMS: *See Paragraph F of the Additional Terms, Conditions and Provisions for additional information regarding the order in which claims are to be paid.*

A. Class One – TRUSTEE FEES as determined by statute.

B. Class Two – ADMINISTRATIVE CLAIMS, INCLUDING ATTORNEYS FEES AND COSTS:

1. PRE-CONFIRMATION ATTORNEY FEES: At confirmation of the Plan, Counsel shall elect to either:

- In lieu of filing a separate fee application pursuant to 11 USC §327 and §330, accept the sum of \$ 3,500.00 for services rendered plus \$ 0.00 for costs advanced by Counsel, for total Attorney Fees and Costs of \$ 3,500.00 through the Effective Date of the Plan. The total Attorney Fees and Costs less the sum of paid to Counsel prior to the commencement of this case as reflected in the Rule 2016(b) Statement leaving a net balance due of \$ 3,500.00, will be paid as an Administrative Expense Claim; or
- Request an award of compensation for services rendered and recovery of costs advanced by filing a separate Application for Compensation for services rendered up through the date of entry of the Order Confirming Plan pursuant to 11 USC §327 and §330. If Counsel elects to file a fee application pursuant to this sub-paragraph, the Trustee shall escrow \$3,500.00 for this purpose. *See Paragraph B of the Additional Terms, Conditions and Provisions for additional information.*

2. POST-CONFIRMATION ATTORNEY FEES: *See Paragraph D of the Additional Terms, Conditions and Provisions for additional information.*

3. RETENTION OF OTHER PROFESSIONALS FOR POST-PETITION SERVICES: Debtor has retained or intends to retain the services of (name of person to be retained) as (capacity or purpose for retention) to perform professional services post-petition with fees and expenses of the professional to be paid as an Administrative Expense. *See Paragraph C of the Additional Terms, Conditions and Provisions for additional information.*

4. OTHER ADMINISTRATIVE EXPENSE CLAIMS: Any administrative expense claims approved by Order of Court pursuant to 11 USC §503 shall be paid as a Class Two administrative claim. *See Paragraph E of the Additional Terms, Conditions and Provisions for additional information.*

C. CLASS THREE – SECURED CLAIMS TO BE STRIPPED FROM THE COLLATERAL AND TREATED AS UNSECURED CLAIMS TO BE PAID BY TRUSTEE. If the Debtor and the Lienholder agree to the lien strip, the Debtor and Lienholder shall file a Stipulation in the bankruptcy case and submit a proposed Order accomplishing the lien strip. If the Debtor does not have the agreement of the Lienholder, then Debtor shall timely file an Adversary Proceeding as required by the Administrative Orders, Guidelines and Procedures promulgated by the Bankruptcy Court for the Eastern District of Michigan. *See Paragraph G and Paragraph N of the Additional Terms, Conditions and Provisions for additional information.*

<u>Creditor</u>	<u>Collateral</u>
-NONE-	

D. CLASS FOUR - SECURED CLAIMS ON WHICH THE LAST CONTRACTUAL PAYMENT IS DUE BEYOND THE LENGTH OF THE PLAN. 11 USC §1322(b)(5).

1. Continuing Payments that come due on and after the date of the Order for Relief (See Paragraph P, Paragraph L and Paragraph EE of the Additional Terms, Conditions and Provisions for additional information):

<u>Creditor</u>	<u>Collateral</u>	<u>Monthly Payment</u>	<u>Direct, Via Trustee or Surrendered</u>
KCHA - Homeowner's Association	7707 Watford West Bloomfield, MI 48322 Oakland County	SURRENDER	SURRENDER
Ditech Financial Llc	7707 Watford West Bloomfield, MI 48322 Oakland County	SURRENDER	SURRENDER

2. Pre-Petition Arrearages to be paid by Trustee: Those amounts which were due as of the filing of the Order for Relief:

<u>Creditor</u>	<u>Collateral</u>	<u>Arrears Amount</u>	<u>Estimated Average Monthly Payment</u>	<u>Months to Cure From Confirmation Date</u>
Ditech Financial Llc	7707 Watford West Bloomfield, MI 48322 Oakland County	SURRENDER	SURRENDER	SURRENDER

E. CLASS FIVE - SECURED CLAIMS ON WHICH THE LAST PAYMENT WILL BECOME DUE WITHIN THE PLAN DURATION. 11 USC §1322(c)(2). (See Paragraph H, Paragraph L and Paragraph O of the Additional Terms, Conditions and Provisions for additional information):

1. Creditors to be paid Equal Monthly Payments, 11 USC §1325(a)(5)(B):

<u>Creditor/Collateral</u>	<u>Indicate if modified or surrendered</u>	<u>Market value of collateral</u>	<u>Interest Rate (Present Value Rate)</u>	<u>Total to be paid including interest</u>	<u>Monthly Payment</u>	<u>Direct or Via Trustee</u>
-NONE-/						

2. Creditors not to be paid Equal Monthly Payments, 11 USC §1325(a)(5)(A):

<u>Creditor/Collateral</u>	<u>Indicate if "crammed", modified or surrendered</u>	<u>Market value of collateral</u>	<u>Interest Rate (Present Value Rate)</u>	<u>Total to be paid including interest</u>	<u>Estimated Average Monthly Payment</u>	<u>Direct or Via Trustee</u>
-NONE-/						

F. CLASS SIX – EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES. 11 USC §§365, 1322(b)(7): – Debtor assumes the executory contracts and unexpired leases listed in subparagraph 1. (See Paragraph K of the Additional Terms, Conditions and Provisions for additional information):

1. Continuing Lease/Contract Payments:

<u>Creditor</u>	<u>Property</u>	<u>Monthly Payment</u>	<u>Lease/Contract expiration date</u>	<u>Direct or Via Trustee</u>
-NONE-				

2. Pre-petition Arrearages on Assumed Executory Contracts and Leases (to be paid by Trustee):

<u>Creditor</u>	<u>Property</u>	<u>Arrears Amount</u>	<u>Estimated Average Monthly Payment</u>	<u>Months to Cure From Confirmation Date</u>
-NONE-				

3. Debtor rejects the executory contracts and unexpired leases listed in this subparagraph 3. Any unexpired lease or executory contract that is neither expressly assumed in Class 6.1 above or expressly rejected below shall be deemed rejected as of the date of confirmation of debtor's chapter 13 plan to the same extent as if that unexpired lease or executory contract was listed below. (See Paragraph K of the Additional Terms, Conditions and Provisions for additional information):

<u>Creditor</u>	<u>Property</u>
-NONE-	

G. CLASS SEVEN – PRIORITY UNSECURED CLAIMS. 11 USC §§507, 1322(a)(2).

1. Domestic Support Obligations: Continuing Payments that come due on and after the date of the Order for Relief:

<u>Creditor</u>	<u>Monthly Payment</u>	<u>Direct or Via Trustee</u>
-NONE-		

2. Domestic Support Obligations: Pre-Petition Arrearages due as of the filing of the Order for Relief:

<u>Creditor</u>	<u>Arrears Amount</u>	<u>Estimated Average Monthly Payment</u>	<u>Direct or Via Trustee</u>
-NONE-			

3. All Other Priority Unsecured Claims [11 U.S.C. §1322(a)(2)]

<u>Creditor</u>	<u>Amount</u>	<u>Direct or Via Trustee</u>
-NONE-		

H. CLASS EIGHT – SEPARATELY CLASSIFIED UNSECURED CLAIMS. 11 USC §1322(b)(1): (To be paid by Trustee): (See Paragraph M of the Additional Terms, Conditions and Provisions for additional information):

<u>Creditor</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Reason for Special Treatment</u>
-NONE-			

I. CLASS NINE - GENERAL UNSECURED CLAIMS (to be paid by Trustee): – See Paragraph N of the Additional Terms, Conditions and Provisions for additional information.

This Plan shall provide a total sum for distribution to creditors holding Class 9 General Unsecured claims in an amount that is not less than the Amount Available in Chapter 7 shown on Attachment 1, Liquidation Analysis and Statement of Value of Encumbered Property (the "Unsecured Base Amount"). This Plan shall provide either (i) the Unsecured Base Amount; or (ii) will continue for the full Plan Length as indicated in Paragraph II.A of this Plan, which ever yields the greater payment to Class 9 Unsecured Creditors. *See Attachment 2, Chapter 13 Model Worksheet, Line 8, for additional information concerning funds estimated to be available for payment to Class 9 Unsecured Creditors.*

This Plan shall provide a dividend to holders of Class 9 General Unsecured Claims equal to 100% of allowed claims.

If neither box is checked or if both boxes are checked, then the plan shall pay the Unsecured Base Amount.

IV. OTHER PROVISIONS:

A. if the box to the immediate left is "checked", creditors holding claims in Class Seven, Eight and Nine shall receive interest on their allowed claims at the rate of 0.00% per annum as required by 11 USC §1325(a)(4).

B.

1. The second sentence of Plan provision V.D. ("Upon entry of an Order Awarding Post- Confirmation Attorney Fees, if Debtor's Plan will not complete within 60 months of the date of the Order Confirming Plan, all unpaid Attorney fees and costs shall be paid by the Trustee only after a plan modification that allows Debtor's Plan to complete within 60 months from the date of the Order Confirming Plan is approved with notice as is appropriate to parties in interest") shall be stricken.
2. The reference to "Co-Debtor" in Plan provision V.P. shall be stricken.
3. The second and third sentences of Plan provision V.U. ("After confirmation of this Plan, if the debtor fails to maintain insurance as required by law or contract, any party in interest may submit a notice of default, served on debtor, debtor's counsel and the Chapter 13 Trustee, permitting 10 days from service of the notice in which to cure the default. If the default is not cured within the time permitted, the party in interest may submit an Order Granting Relief from the Automatic Stay as to the collateral to the Court along with an affidavit attesting to the debtor's failure to cure, and the stay may thereafter be lifted without further motion, notice or hearing") shall be stricken.

4. Plan provision V.X. shall be modified as follows: "In the event of conversion of this case to Chapter 7, applicable deadlines shall be governed by Fed.R.Bankr.P. 1019."

/s/ William D. Johnson

William D. Johnson P54823

Attorney for Debtor

8900 E. 13 Mile Rd.

Warren, MI 48093

Street Address

Warren, MI 48093-0000

City, State and Zip Code

filing@acclaimlegalservices.com

E-Mail Address

248-443-7033

Phone Number

/s/ Theresa Lee Przybylo

Theresa Lee Przybylo

Debtor

Joint Debtor

August 21, 2017

Date

ATTACHMENT 1**LIQUIDATION ANALYSIS AND STATEMENT OF VALUE OF ENCUMBERED PROPERTY**

TYPE OF PROPERTY	FAIR MARKET VALUE	LIENS	DEBTOR'S SHARE OF EQUITY	EXEMPT AMOUNT	NON-EXEMPT AMOUNT
PERSONAL RESIDENCE	260,000.00	238,103.00	21,897.00	21,897.00	0.00
REAL ESTATE OTHER THAN PERSONAL RESIDENCE	0.00	0.00	0.00	0.00	0.00
HHG/PERSONAL EFFECTS	1,500.00	0.00	1,500.00	1,500.00	0.00
JEWELRY	800.00	0.00	800.00	800.00	0.00
CASH/BANK ACCOUNTS	28.00	0.00	28.00	28.00	0.00
VEHICLES	0.00	0.00	0.00	0.00	0.00
OTHER (itemize)	0.00	0.00	0.00	0.00	0.00

Amount available upon liquidation	\$	0.00
Less administrative expenses and costs	\$	0.00
Less priority claims	\$	0.00
Amount Available in Chapter 7	\$	0.00

ATTACHMENT 2CHAPTER 13 MODEL WORKSHEET
LOCAL BANKRUPTCY RULE 3015-1(B)(2 E.D.M.)

1.	Length of Plan is	<u>36</u> months
2.	Initial Plan Payment:	
	\$150.00 per month x 36 months = \$5,400.00 (subtotal)	
3.	Additional Payments:	\$ _____ per= _____
4.	Lump Sums - BALANCE ON HAND:	_____ \$22,224.48
5.	Total to be paid into Plan (total of lines 2 through 4)	_____ \$27,624.48
6.	Estimated Disbursements other than to Class 9 General Unsecured Creditors	
	a. Estimated trustee's fees	_____ \$432.00
	b. Estimated Attorney Fees and costs through confirmation of plan	_____ \$14,000.00
	c. Estimated Attorney Fees and costs Post-confirmation through duration of Plan	_____ \$2,500.00
	d. Estimated Fees of Other Professionals	_____ \$0.00
	e. Total mortgage and other continuing secured debt payments	_____ \$0.00
	f. Total non-continuing secured debt payments (including interest)	_____ \$0.00
	g. Total priority claims	_____ \$0.00
	h. Total arrearage claims	_____ \$0.00
7.	Total Disbursements other than to Class 9 General Unsecured Creditors (Total of lines 6.a through 6.h)	\$ _____ 16,932.00
8.	Funds <i>estimated</i> to be available for Class 9 General Unsecured Creditors (item 5 minus item 7)	\$ _____ 10,692.48
9.	Estimated dividend to Class 9 General Unsecured Creditors in Chapter 7 proceeding (see liquidation analysis on page 6)	\$ _____ 0.00

COMMENTS:

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

IN RE: **THERESA LEE PRZYBYLO**

Debtor.

Case Number: 16-41135 TJT
Chapter 13
Judge TUCKER

WILLIAM D. JOHNSON (P54823)
ACCLAIM LEGAL SERVICES, P.L.L.C.
8900 E. 13 Mile Rd.
Warren, MI 48093
(248) 443-7033

PROOF OF SERVICE

Documents Served: First Amended Chapter 13 Plan

I hereby certify that on August 22, 2017, I electronically filed the foregoing Paper(s) with the Clerk of the Court using the ECF system which will send notification to such filing to the following:

Parties Served: Chapter 13 Standing Trustee
Tammy L. Terry, Chapter 13 Trustee
535 Griswold, Suite 2100
Courtroom 1925
Detroit, MI 48226

and I hereby certify that I have mailed by United States Postal Service the Paper(s) to the following non-ECF participants **on the attached Creditor Matrix**.

/s/ Nicole M. Hollihan
NICOLE M. HOLLIHAN
Acclaim Legal Services, P.L.L.C.
8900 E. 13 Mile Road
Warren, MI 48093
248-443-7033
filing@acclaimlegalservices.com

Label Matrix for local noticing
0645-2
Case 16-41135-tjt
Eastern District of Michigan
Detroit
Tue Aug 22 11:47:30 EDT 2017

Amex Dsnb
Correspondence
Po Box 981540
El Paso, TX 79998-1540

American Express Centurion Bank
c/o Becket and Lee LLP
PO Box 3001
Malvern PA 19355-0701

Amex
Correspondence
Po Box 981540
El Paso, TX 79998-1540

Bank of America
NC4-105-03-14
Po Box 26012
Greensboro, NC 27420-6012

Capital One Auto Finance
7933 Preston Rd
Plano, TX 75024-2302

Citibank/Best Buy
Centralized Bankruptcy/CitiCorp Credit S
Po Box 790040
St Louis, MO 63179-0040

Citizens Bank
1 Citizens Drive
mailstop ROP15B
Riverside, RI 02915-3019

Comenitybank/meijermc
Po Box 182125
Columbus, OH 43218-2125

Ditech Financial LLC
PO Box 6154
Rapid City, SD 57709-6154

Ditech Financial LLC
Po Box 6172
Rapid City, SD 57709-6172

Dte Energy
Dte Energy
One Energy Plaza
Detroit, MI 48226-1221

Fabrizio & Brook PC
700 Tower Drive, Suite 510
Troy, MI 48098-2837

(p)FORD MOTOR CREDIT COMPANY
P O BOX 62180
COLORADO SPRINGS CO 80962-2180

Lincoln Automotive Fin
12110 Emmet St
Omaha, NE 68164-4263

Quantum3 Group LLC as agent for
Comenity Bank
PO Box 788
Kirkland, WA 98083-0788

RBS Citizens Cc
Attn: Bankruptcy Department
443 Jefferson Blvd Ms: Rjw-135
Warwick, RI 02886-1321

Synchrony Bank/ JC Penneys
Attn: Bankruptcy
Po Box 103104
Roswell, GA 30076-9104

Talbots
1 Talbots Dr
Hingham, MA 02043-1583

Visa Dept Store National Bank
Attn: Bankruptcy
Po Box 8053
Mason, OH 45040-8053

Francesca Abbo Lousia
8900 E. 13 Mile Rd.
Warren, MI 48093-2206

Tammy L. Terry
Buhl Building
535 Griswold
Suite 2100
Detroit, MI 48226-3681

Theresa Lee Przybylo
7707 Watford
West Bloomfield, MI 48322-2837

William D. Johnson
Acclaim Legal Services
8900 E. 13 Mile Rd.
Warren, MI 48093-2206

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Ford Motor Credit
Po Box 62180
Colorado Springs, CO 80962

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Ditech Financial LLC

End of Label Matrix	
Mailable recipients	23
Bypassed recipients	1
Total	24